

CITY OF MOUNTAIN VIEW

RENGSTORFF HOUSE **SHORELINE AT MOUNTAIN VIEW** **FACILITIES RENTAL AGREEMENT**

This Agreement is made by and between the CITY OF MOUNTAIN VIEW, a municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039 and RENTER. The CITY hereby rents to RENTER on the terms and conditions set forth in this Rental Agreement the designated portions and common areas of the Rengstorff House, Shoreline at Mountain View, 3070 North Shoreline Boulevard, Mountain View, California, 94043, collectively referred to as "the Premises."

GENERAL SCHEDULING INFORMATION

Date(s) of Event: _____

Time Rental Begins: _____ Time Rental Ends: _____

Estimated Attendance: _____

Name of Renter/Organization

Address City Zip Code

Telephone(s): Work Home

Contact Person Title

Contact Person's Address if Different than Above

Description of Event: _____

Comments: _____

RENTAL FEES

Total Rental: \$ _____

Rental Deposit: \$ _____ Due _____ Pd. _____

Final Payment: \$ _____ Due _____ Pd. _____

Deposits: \$ _____ Due _____ Pd. _____
(Security/Maintenance)

1. Rental fees are estimated at the time the Agreement is signed. RENTER shall be charged for, and agrees to pay for, all time, services and costs incurred.
2. If deposit and/or rental fees are not paid by due dates, this Agreement shall be automatically cancelled.
3. A deposit of 50 percent of the total rental fee, payable upon signing of the rental agreement, is required to reserve a date at the Rengstorff House. The deposit is refundable ninety (90) days prior to the scheduled event less a \$50 processing fee. The remainder of the rental fee and a security deposit (\$500) is payable thirty (30) days prior to the event.
4. Maintenance is required following most events. No less than \$50 will be deducted from security deposits. Additional facility use time or damages will also be deducted from the RENTER's security deposit. The security deposit will be refunded within thirty (30) days after the event provided that the terms of the Agreement have been fulfilled.

USE OF PREMISES

5. "The Premises" available for rental includes only the downstairs portion of the Rengstorff House, the adjacent porches and terraces, and the surrounding gardens. The upstairs portion of the House is off-limits at all times unless previous arrangements have been made. Rental of the Rengstorff House is subject to availability. Shoreline at Mountain View reserves the right to deem an event inappropriate for the Rengstorff House based upon either projected size, special requirements, or type of event.
6. The CITY reserves the right to approve all food and beverage arrangements in advance.
7. RENTER shall use the Premises for the purpose of the described event and for uses normally associated with such use, and for no other purpose unless previously authorized by CITY in writing.
8. RENTER agrees to comply with all laws, ordinances, rules, regulations, guidelines and policies applicable to the Premises, and further agrees to comply with the direction of the CITY's Assistant Community Services Director or designee.
9. RENTER shall use and maintain the Premises in a clean, orderly and safe manner. RENTER shall promptly surrender the Premises in good condition. RENTER shall promptly remove all of RENTER's personal property, without damage to the Premises at the end of the event.
10. If any portion of the Premises or fixtures or equipment or facilities are damaged or destroyed by RENTER or if such damage is incurred during RENTER's use of the Premises, the damage shall be repaired, replaced, or restored at CITY's direction. RENTER shall be solely responsible for the full cost and expense of repairs, replacement, or restoration. Damage includes unusual cleaning.
11. All exits and exit signs are to be kept clear and unobstructed at all times.

INSURANCE AND INDEMNIFICATION

12. The CITY is not responsible for loss, injury, or damage to persons or property.
13. At least (thirty) 30 days prior to the first use of the Premises by RENTER, RENTER shall provide One Million Dollars (\$1,000,000) general liability insurance. If RENTER is serving alcohol, a proof by an endorsement that the liquor liability coverage had been added to the general liability policy and shall file with the CITY a certificate of insurance and an endorsement in an amount and in a form acceptable to the CITY.
14. RENTER shall indemnify, defend and hold the City of Mountain View, its officers, officials, agents, employees, volunteers and contractors harmless from any and all liability for damage or claims for property damage or personal injury, including death, and any other claims whatsoever, arising out of or resulting from the negligence or willful misconduct of RENTER, its officers, agents, employees, contractors or invitees. Such indemnification shall include reasonable costs of defense, judgments, settlements, attorney's fees, and such other costs as may be fixed by the court.

MISCELLANEOUS

15. In the event that the performance of any of the covenants of this Rental Agreement on the part of the CITY shall be prevented by act of God, the acts or regulations of public authorities, or labor unions, labor difficulties, strikes, civil tumult, war, epidemic, or any other cause beyond its control, the CITY will be relieved of its obligations; and further, upon such event, neither party shall be obligated for any expenses incurred by the other party in preparation of the rental, including but not limited to, any and all expenses incurred for promotion, artist fees, or preparation costs, if any, as incurred.
16. This Rental Agreement may be amended by written Agreement signed by both parties.
17. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Santa Clara County shall be the venue for any legal proceedings in this matter.

The person signing this Rental Agreement declares that he/she has the authority to bind the RENTER. In the event that the signator lacks such duly granted authority, said undersigned signator personally assumes all liability for fees, costs and damages.

This Agreement is dated _____, 20____.

APPROVED AS TO CONTENT:

"CITY":
CITY OF MOUNTAIN VIEW,
a municipal corporation

Signature of Renter

By: _____
City Approval

Date: _____

Date: _____